

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

TESSCO TECHNOLOGIES, INC.,

Plaintiff,

Civil Action No. 18-CV-13254

vs.

HON. BERNARD A. FRIEDMAN

CELLULAR SOLUTIONS SIGNAL  
ENHANCING SPECIALISTS, LLC and  
AIMEE KING n/k/a AIMEE SHOWALTER,

Defendants.

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**OPINION AND ORDER GRANTING**  
**PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT**

This matter is presently before the Court on plaintiff’s motion for summary judgment [docket entry 45]. Defendants have not responded, and the time for them to do so has expired. Pursuant to E.D. Mich. LR 7.1(f)(2), the Court shall decide this motion without a hearing.

This is a breach of contract action. Plaintiff Tescro Technologies, Inc., (“Tescro”) sold telephones and related equipment to Cellular Solutions Signal Enhancing Specialists, LLC (“Cellular Solutions”) on account, but Cellular Solutions failed to keep the account current. In May 2019, the Court entered a consent judgment against Cellular Solutions in the amount of \$230,000. In the instant motion, plaintiff seeks summary judgment against the individual defendant, Aimee King n/k/a Aimee Showalter (“Showalter”), in the amount of \$249,302.80 based on her personal guaranty, as Cellular Solutions’ owner, to pay Cellular Solutions’ debts to Tescro.

A copy of the personal guaranty is attached to plaintiff’s motion as Ex. 4. It states in relevant part:

For and in consideration of your extending credit to Cellular Solutions (the “Company”), . . . the undersigned . . . hereby

unconditionally and irrevocably guarantees to you and to each of your subsidiaries and affiliates (together "TESSCO") (I.) the due and punctual payment in full . . . of each and every amount that at any time becomes due and payable by the Company to TESSCO and of any and all . . . expenses incurred by TESSCO in connection with goods sold . . . or credit extended at any time to the Company . . . .

The undersigned's liability under this Guaranty shall be primary, direct and immediate and shall not be conditioned or contingent on TESSCO's pursuit of any remedy TESSCO may have against the Company or any other person.

This guaranty is signed by Aimee King and dated October 14, 2004.

Plaintiff has submitted an affidavit of one of its representatives, who avers that Cellular Solutions is indebted to plaintiff in the amount of \$249,302.80. Pl.'s Ex. 6. This amount is supported by the invoices attached to plaintiff's motion as Ex. 5 and by the record of account attached to its motion as Ex. 3. As noted, defendants have not responded to this motion, and therefore the amount of the indebtedness is undisputed. *See* Fed. R. Civ. P. 56(e)(2). Defendant Showalter's liability for this indebtedness is likewise undisputed in light of her personal guaranty and her failure to respond to the instant motion. Under these circumstances, plaintiff is plainly entitled to summary judgment in the amount prayed for. Accordingly,

IT IS ORDERED that plaintiff's motion for summary judgment is granted against defendant Showalter in the amount of \$249,302.80.

Dated: September 13, 2019  
Detroit, Michigan

s/Bernard A. Friedman  
BERNARD A. FRIEDMAN  
SENIOR UNITED STATES DISTRICT JUDGE